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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re

Debra A. Crawford,

Debtor.

Summit Leasing, Inc.,

Plaintiff,

v.

Debra A. Crawford; The Ultimate Tan & Med
Spa, LLC; and Rachel Jones Nass,

Defendant.

Case No. 14-32580-tmb13

Adversary Proceeding
Case No. _____

COMPLAINT
(Fraudulent Transfers)

Plaintiff, Summit Leasing, Inc., alleges as follows:

JURISDICTION

1.

On May 2, 2014 ("Petition Date"), Debra A. Crawford ("Debtor"), filed a petition for relief under Chapter 13 of Title 11, United States Code.

2.

This matter arises under Fed. Rule Bankruptcy Procedure 7001, 7064 and ORS 95.230 *et seq.*

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3.

This Court has jurisdiction of this proceeding pursuant to 28 U.S.C. §§ 157, 1334, United States District Court Local Rule 2101, and Bankruptcy Rule 7001. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (E), (H), and (O). Venue is proper pursuant to 28 U.S.C. § 1409.

PARTIES

4.

Plaintiff, Summit Leasing, Inc. (“Summit Leasing”) is a Washington corporation and a secured creditor of the Debtor.

5.

Debtor, Debra A. Crawford, is an Oregon resident and member of The Ultimate Tan & Med Spa, LLC. Debra A. Crawford was formally known as Debra or Debby Nass. Debra A. Crawford dissolved The Ultimate Tan & Med Spa, LLC on April 30, 2014 and registered the assumed business name of The Ultimate Tan & Med Spa with herself as registrant on the same date.

6.

Upon information and belief, Defendant Rachel Jones Nass resides in Oregon and is a relative of the Debtor.

BACKGROUND FACTS

7.

Plaintiff realleges paragraphs 1 through 6, above, and incorporates them herein by reference.

8.

On or about February 15, 2012, the Debtor and The Ultimate Tan & Med Spa, LLC, as co-borrowers, entered into an Equipment Finance Agreement with Summit Leasing for the finance and purchase of specific Tanning Bed Equipment listed on the Equipment Finance

1 Agreement. Amounts due under the Equipment Finance Agreements are secured by the financed
2 equipment listed on the Equipment Finance Agreement as well as additional equipment listed on
3 the accompanying Collateral Security Agreement (collectively the "Equipment"). The Debtor
4 and The Ultimate Tan & Med Spa, LLC were co-owners of the Equipment subject to Summit
5 Leasing's security interest. Summit Leasing perfected its security interest in the Equipment by
6 filing a series of UCC Financing Statements with the Oregon Secretary of State. Copies of the
7 Equipment Finance Agreement and Collateral Security Agreement is attached hereto as Exhibit 1
8 and incorporated by reference. Copies of the UCC Financing Statements are attached hereto as
9 Exhibit 2 and incorporated by reference.

10 9.

11 The Ultimate Tan & Med Spa, LLC operated seven (7) tanning and medical spa
12 treatment locations prior to the Petition Date including a location in St. Helens, Oregon. On or
13 about April 24, 2014, and approximately one week prior to the Petition Date, the Debtor
14 personally and on behalf of The Ultimate Tan & Med Spa, LLC executed an Assignment and
15 Assumption Agreement under which The Ultimate Tan & Med Spa, LLC assigned to the Debtor
16 a list of assets of The Ultimate Tan & Med Spa, LLC including all inventory and equipment
17 located at all business locations, accounts, outstanding accounts receivable, all work in progress
18 and all leasehold interests for the business locations. As alleged consideration for the assignment
19 of the assets, the Debtor assumed all outstanding debt of The Ultimate Tan & Med Spa, LLC
20 including all secured loans, unsecured loans, accounts payable and unpaid wages but not
21 including any tax debt for which the Debtor was not currently responsible. A copy of the
22 Assignment and Assumption Agreement is attached hereto as Exhibit 3 and incorporated by
23 reference.

24 10.

25 As described above, on April 30, 2014 the Debtor dissolved The Ultimate Tan &
26 Med Spa, LLC and registered the assumed business name of The Ultimate Tan & Med Spa with

1 herself as registrant. By registering The Ultimate Tan & Med Spa as her assumed business
2 name, the Debtor obtained The Ultimate Tan & Med Spa, LLC's trade name and good will. The
3 Debtor additionally continues to operate the website for The Ultimate Tan & Med Spa, LLC, its
4 social media links and advertising sources including its Facebook page, Twitter account,
5 Google+ account, YouTube account and LinkedIn account (the "Social Media Sites"). Upon
6 information and belief, the Debtor did not provide any consideration for The Ultimate Tan &
7 Med Spa, LLC's trade name, good will or Social Media Sites.

8 11.

9 As stated above, on May 2, 2014, the Debtor filed her Chapter 13 Bankruptcy.
10 The Debtor's Schedule B lists Summit Leasing's Equipment with a value of \$79,700.00.
11 Summit Leasing's claim as of the Petition Date totaled \$184,654.88, plus interest at the contract
12 rate of 9.49% per annum. The Debtor's Chapter 13 Plan dated May 15, 2014 proposed to cram
13 down Summit Leasing's claim to \$79,700.00 with interest at 4%. The Debtor's Amended
14 Chapter 13 Plan dated August 29, 2014 proposes to cram down the value of the Equipment to
15 only \$68,000, plus interest at the rate of 6.00% per annum. The Debtor's Statement of Financial
16 Affairs does not list any sales or transfers of any assets within the two years prior to the Petition
17 Date other than the sale of a vehicle.

18 12.

19 On or about May 19, 2014, Summit Leasing requested access to the business
20 locations to obtain an appraisal of its Equipment. In late June 2014, the Debtor provided access
21 for the appraisal. During the appraisal, Summit Leasing's agent discovered that several pieces of
22 Equipment were missing from the business locations. The Equipment which was present and
23 available has a value of \$94,645. The appraiser was not able to view the Matrix L33, Dr.
24 Muller Onyx or the 2 Soltron Hot Pepper machines (the "Missing Equipment"). The Missing
25 Equipment is listed on the Equipment Finance Agreement as having been purchased and
26 financed for the Debtor and The Ultimate Tan & Med Spa, LLC. The Missing Equipment is

1 believed to have a value of at least \$26,000 based on the current market for the specific
2 Equipment.

3 13.

4 Summit Leasing began requesting information on the location of the Missing
5 Equipment on or about July 2, 2014. On August 8, 2014, Summit Leasing was informed that the
6 Debtor sold the Matrix L33 and the 2 Soltron Hot Pepper machines with the sale of her St.
7 Helens location. The Debtor claimed that she did not have the Dr. Muller Onyx. However,
8 Summit Leasing's business records indicate that the Dr. Muller Onyx was delivered to the St.
9 Helens location. Summit Leasing did not know that the St. Helens location was sold prior to this
10 date or that the Missing Equipment had been sold or transferred to a third party. Summit Leasing
11 did not approve the sale nor did it receive any proceeds of sale for the Missing Equipment.
12 Likewise, Summit Leasing did not release its security interest in the Missing Equipment.

13 14.

14 Summit Leasing subsequently requested information on the sale, including the
15 sale date, purchaser, sale price and list of assets sold. On September 12, 2014, Summit Leasing
16 was finally informed that the entire St. Helens business was transferred to Rachel Jones Nass
17 with the only consideration for the transfer being Ms. Nass' assumption of the current lease for
18 the location. Summit Leasing requested information on Ms. Nass' relationship to the Debtor but
19 the Debtor has not responded or provided any additional information related to this transfer.
20 Upon information and belief, Ms. Nass is a relative of the Debtor.

21 15.

22 Upon information and belief, Ms. Nass operates the St. Helens location under the
23 name The Ultimate Tan & Med Spa. According to the Debtor's schedules, the Debtor is not
24 receiving any payments from Ms. Nass for use of the trade name, accounts, customer lists or
25 good will of The Ultimate Tan & Med Spa, LLC. In addition, the Debtor is not receiving any
26 payments from Ms. Nass for the use of the Missing Equipment or any other equipment or assets

1 transferred to Ms. Nass.

2 16.

3 The Debtor and The Ultimate Tan & Med Spa, LLC executed the Equipment
4 Finance Agreement on February 15, 2012, at which time the Missing Equipment was listed as
5 being located at one of three locations including the St. Helens location which was then run by
6 The Ultimate Tan & Med Spa, LLC. The Debtor and The Ultimate Tan & Med Spa, LLC
7 subsequently executed Amendments to the Equipment Finance Agreement on November 20,
8 2012 and January 27, 2014 to revise payment terms. Under the terms of each of the
9 Amendments, the Debtor and The Ultimate Tan & Med Spa, LLC represented that all other
10 terms and conditions of the Equipment Finance Agreement remain unchanged and in full force
11 and effect, which by reference includes the location of the Equipment.

12 **FIRST CLAIM FOR RELIEF**

13 **(Fraudulent Transfer)**

14 **(ORS 95.230 and ORS 95.240)**

15 17.

16 Plaintiff realleges and incorporates herein by reference the allegations contained
17 in paragraphs 1 through 16, above.

18 18.

19 Upon information and belief, the Debtor did not receive reasonably equivalent
20 value for the transfers made to Rachel Jones Nass associated with the St. Helens business
21 location of The Ultimate Tan & Med Spa, LLC, including the transfer of the business as a going
22 concern, the trade name, accounts, customer lists and good will of The Ultimate Tan & Med Spa,
23 LLC, the assets and equipment of the St. Helens location, including Summit Leasing's Missing
24 Equipment, and the future earnings of the St. Helens business location. At the time of the
25 transfers to Rachel Jones Nass, the Debtor was engaged in business for which her remaining
26 assets were unreasonably small in relation to the transaction, and/or she intended to incur or

1 believed or reasonably should have believed that she would incur, debts beyond her ability to pay
2 as they became due. As such, the transfers to Rachel Jones Nass were fraudulent transfers under
3 ORS 95.230(b).

4 19.

5 The Debtor did not receive reasonably equivalent value in exchange for the
6 transfers to Rachel Jones Nass. At the time of the transfers, The Debtor was insolvent or she
7 became insolvent as a result of the transfers. As a result, the transfers to Rachel Jones Nass were
8 fraudulent transfers under ORS 95.240(1).

9 20.

10 The Debtor's transfers to Rachel Jones Nass were transfers made to an insider for
11 other than reasonably equivalent value and the Debtor was insolvent at the time of the transfers.
12 In addition, Ms. Nass, as a relative and insider, had reasonable cause to believe that the Debtor
13 was insolvent. As a result, the transfers to Rachel Jones Nass were fraudulent transfers under
14 ORS 95.240(2).

15 21.

16 Pursuant to ORS 95.260, Plaintiff is entitled to a judgment avoiding the transfer
17 of the St. Helens business for The Ultimate Tan & Med Spa, LLC, restoring title to the assets
18 transferred to the Debtor and The Ultimate Tan & Med Spa, LLC including but not limited to
19 Summit Leasing's Missing Equipment, the business as a going concern, the trade name,
20 accounts, customer lists and good will of The Ultimate Tan & Med Spa, LLC, the assets and
21 equipment of the St. Helens location. In the alternative, Plaintiff is entitled to a judgment against
22 Rachel Jones Nass for the amount of the transfers associated with the Missing Equipment.

23 ///

24 ///

25 ///

26 ///

SECOND CLAIM FOR RELIEF

(Fraudulent Transfer)

(ORS 95.230 and ORS 95.240)

22.

Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 21, above.

23.

The Debtor's transfer to herself of the inventory, equipment, accounts, outstanding accounts receivable, all work in progress and all leasehold interests for the business locations of The Ultimate Tan & Med Spa, LLC under the terms of the Assignment and Assumption Agreement and subsequent transfer to herself of The Ultimate Tan & Med Spa, LLC's trade name, good will and Social Media Sites as described above in paragraphs 9 and 10 were made with the actual intent to hinder, delay and/or defraud creditors of the Debtor and The Ultimate Tan & Med Spa, LLC. The transfers made by the Debtor to herself on behalf of The Ultimate Tan & Med Spa, LLC prevent creditors from pursuing claims against The Ultimate Tan & Med Spa, LLC as a going concern and would allow the Debtor to reorganize the business through a personal bankruptcy while modifying and discharging corporate debt. In addition, the transfers ensure that the Debtor personally benefits from the good will, future earnings and income of The Ultimate Tan & Med Spa, LLC which would otherwise be available to repay corporate creditors but for the Debtor's transfer and chapter 13 bankruptcy. As such, the transfers made by the Debtor on behalf of The Ultimate Tan & Med Spa, LLC were fraudulent transfers under ORS 95.230(a).

24.

Upon information and belief, the Debtor additionally did not provide reasonably equivalent value for the transfers the Debtor made to herself on behalf of The Ultimate Tan & Med Spa, LLC. The Debtor's assumption of the outstanding debt of The Ultimate Tan & Med

Spa, LLC, other than tax liabilities, is insufficient and inadequate consideration. In addition, the Debtor did not provide any consideration for The Ultimate Tan & Med Spa, LLC's trade name, good will or Social Media Sites. At the time of the transfers, The Ultimate Tan & Med Spa, LLC was insolvent or became insolvent as a result of the transfers. As a result, the transfers to the Debtor were fraudulent transfers under ORS 95.240(1).

25.

The transfers to the Debtor by The Ultimate Tan & Med Spa, LLC were made to an insider for other than reasonably equivalent value and The Ultimate Tan & Med Spa, LLC was insolvent at the time of the transfers. In addition, Debtor knew and had reasonable cause to believe that The Ultimate Tan & Med Spa, LLC was insolvent. As a result, the transfers to the Debtor were fraudulent transfers under ORS 95.240(2).

26.

Pursuant to ORS 95.260, Plaintiff is entitled to a judgment avoiding the transfers by The Ultimate Tan & Med Spa, LLC to the Debtor, restoring title to the assets transferred to The Ultimate Tan & Med Spa, LLC including but not limited to all inventory, equipment, accounts, outstanding accounts receivable, all work in progress and all leasehold interests for the business locations, the trade name, good will, Social Media Sites and income earned by The Ultimate Tan & Med Spa, LLC.

WHEREFORE, the Plaintiff prays for judgment as follows:

1. On its First Claim for Relief:

a. For a judgment avoiding the transfer of the St. Helens business for The Ultimate Tan & Med Spa, LLC, restoring title to the assets transferred to the Debtor and The Ultimate Tan & Med Spa, LLC including but not limited to Summit Leasing's Missing Equipment, the business as a going concern, the trade name, accounts, customer lists and good will of The Ultimate Tan & Med Spa, LLC, the assets and equipment of the St. Helens location; and

1 b. In the alternative, awarding a monetary judgment in favor of
2 Plaintiff and against Rachel Jones Nass for the amount of the transfers associated with the
3 Missing Equipment in an amount to be proven at trial.

4 2. On its Second Claim for Relief, for a judgment avoiding the transfers by
5 The Ultimate Tan & Med Spa, LLC to the Debtor, restoring title to the assets transferred to The
6 Ultimate Tan & Med Spa, LLC including but not limited to all inventory, equipment, accounts,
7 outstanding accounts receivable, all work in progress and all leasehold interests for the business
8 locations, the trade name, good will, Social Media Sites and income earned by The Ultimate Tan
9 & Med Spa, LLC.

10 3. Such other relief as the Court finds just and equitable.

11 Dated: September 22, 2014.

12 FARLEIGH WADA WITT

13
14 By: /s/ Jason M. Ayres
15 Jason M. Ayres, OSB #001966
16 (503) 228-6044
 jayres@fwwlaw.com
 Of Attorneys for Summit Leasing, Inc.

SUMMIT LEASING, INC.
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Mail: P.O. Box 7, Yakima, WA 98907-0007
Phone: (800) 736-1530 Fax: (509) 453-3798 www.summitleasing.com



EQUIPMENT FINANCE AGREEMENT

AGREEMENT NO. E14081

EFFECTIVE DATE: 02/15/2012

SECURED PARTY: Summit Leasing, Inc. ("Summit")

CUSTOMER(S): The Ultimate Tan & Med Spa, LLC, Debra Crawford
15901 SW Oriole Court
Sherwood, OR 97140
(503) 625-4452

COLLATERAL DESCRIPTION:

(1) Model Matrix L33	SN:1830378
(1) Model Matrix L33	SN:1830377
(1) Delivery and Freight NA	
(1) T-Max Pro Manager NA	
(1) Sundash Radius 252	SN:1057
(1) Ergoline Classic 600	SN:9000800682000596
(1) Future Industries Elixir	SN:E403-0091
(1) Panel Booster 200- amp 208 to 235v NA	
(1) Panel Booster 200- amp 208 to 235V NA	
(1) Magic Tan MT 3000	SN:3001
(1) Open Sun	SN:057853
(1) Mystic MT 3000 Spray Booth	SN:20031066
(1) Soltron Shark	SN:798313
(2) Sundash 252	SN:798313 & 800809705000363
(2) Soltron Hot Pepper	SN:772223 & 773146
(1) Dr. Mueller Onyx	SN:1964
(1) T-Max Manager Pro NA	
(2) Heartland Acclaim LP Tanning Beds	SN:ACLP06662 & ACLP06663

TOTAL AMOUNT PAID TO VENDORS: \$ 169,317.47

TERM: The term of this agreement shall be for a period of 60 months and 0 days commencing 02/15/2012 and terminating 02/15/2017.

LOCATIONS OF COLLATERAL:

2296 Gable Rd., Suite 240
St. Helens, OR 97051

20649 SW Roy Rogers Rd.
Sherwood, OR 97140

15986 SW Tualatin Sherwood Rd.
Sherwood, OR 97140

Initial LC

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 3901 Fairbanks Ave., Yakima, WA 98902
 Mail: P.O. Box 7, Yakima, WA 98907-0007
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PAYMENT:

Due 02/15/2012 First month's payment:	\$ 2,500.00
Due 03/15/2012 - 01/15/2013 upon or before the 15th day of each month:	\$ 2,500.00
Due 02/15/2013 - 01/15/2014 upon or before the 15th day of each month:	\$ 3,000.00
Due 02/15/2014 - 01/15/2015 upon or before the 15th day of each month:	\$ 3,500.00
Due 02/15/2015 - 01/15/2016 upon or before the 15th day of each month:	\$ 4,000.00
Due 02/15/2016 - 01/15/2017 upon or before the 15th day of each month:	\$ 5,528.70

THIS EQUIPMENT FINANCE AGREEMENT ("AGREEMENT") IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HEREON AND ON THE FOLLOWING PAGES, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY SUMMIT.

1.0 AGREEMENT: Subject to the terms of this Agreement, Summit has agreed to provide financing for the Customer's acquisition of the personal property described above or on attached Schedule A. Such personal property together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affixed to it is hereinafter collectively referred to as the "Equipment". Customer hereby promises to pay to Summit all amounts described in this Agreement.

2.0 PAYMENTS: Customer agrees to pay Summit periodic payments in the amounts set forth above. The initial payment shall be due upon execution of this Agreement. Subsequent payments shall then be due each month on the payment due date set forth above until paid. All other amounts due hereunder shall be due upon Customer's receipt of Summit's invoice therefore. Advance payments shall be applied to the last installment payments in reverse order until exhausted; provided that if there is a default, any payments under this Agreement may be applied to the Obligations (as defined below) in such order as Summit chooses.

3.0 LATE CHARGE: If a payment is not received within five (5) days of the due date, a late charge shall be imposed, such amount being five percent (5%) per month, or \$5.00, whichever is greater. Late charges shall be payable by Customer upon demand and failure to pay the same shall constitute an event of default under this Agreement. The right of Summit to impose a late charge shall not be considered as a waiver of Summit of the right to insist upon strict performance of the terms of this Agreement.

4.0 SECURITY INTEREST: AUTHORIZATION: Customer hereby grants Summit a security interest in the Equipment to secure performance by Customer of its obligations under this Agreement and under any other present or future agreement with Summit (collectively, the "Obligations"). Customer shall insure that such security interest is and shall remain a sole first lien security interest in the Equipment. Customer authorizes Summit to file a financing statement describing the Equipment from time to time in any Uniform Commercial Code ("UCC") filing office. Customer agrees to pay all costs of preparing and filing any such financing statement.

5.0 NO WARRANTY: SUMMIT, NOT BEING THE MANUFACTURER OR THE MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR OTHERWISE QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS FINANCED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN SUMMIT AND THE CUSTOMER, ARE TO BE BORNE BY THE CUSTOMER AT ITS SOLE RISK AND EXPENSE. CUSTOMER ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST SUMMIT BASED THEREON. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF SUMMIT. NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, SHALL IN ANY WAY AFFECT CUSTOMER'S DUTY TO MAKE THE

SUMMIT LEASING, INC.

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Phone: (800) 736-1530 Fax: (509) 453-3798 www.summitleasing.com

PAYMENTS AND TO PERFORM CUSTOMER'S OBLIGATIONS SET FORTH IN THIS AGREEMENT. Customer waives any right to (a) cancel or repudiate this Agreement; (b) reject or revoke acceptance of the Equipment; or, (c) recover from Summit any general, special, incidental, or consequential damages, for any reason whatsoever.

6.0 NON-ASSIGNABILITY BY CUSTOMER: NEITHER THIS AGREEMENT NOR CUSTOMER'S RIGHTS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE POSSESSION AND USE OF THE EQUIPMENT, SHALL BE ASSIGNABLE BY CUSTOMER WITHOUT THE WRITTEN CONSENT OF SUMMIT. FURTHER, CUSTOMER SHALL NOT TRANSFER IN WHOLE OR IN PART THE POSSESSION OF THE EQUIPMENT WITHOUT THE WRITTEN CONSENT OF SUMMIT. Customer shall not encumber the Equipment by either voluntary or involuntary lien.

7.0 MAINTENANCE AND USE: Customer is the owner of the Equipment and shall maintain it in a good and safe operating condition and working order, using as a guide the maintenance program prescribed in the owner's manual, if any, for each item of Equipment, and shall perform, all required to insure full validation of a manufacturer's warranty, if any, on the Equipment. In addition, Customer shall repair and provide replacement parts necessary to keep the Equipment in a good and safe operating condition and working order. All replacement parts, as required hereunder, shall immediately become the subject to the security interest granted hereunder. It is understood that Summit assumes no obligation whatsoever for the maintenance, repair or replacement of the Equipment or any portion thereof. The Equipment shall be used solely in the conduct of Customer's business and Customer warrants that Equipment is used for commercial or business purposes and not for consumer, personal, home or family purposes.

8.0 RISK OF LOSS-INSURANCE-INDEMNITY-LIABILITY INSURANCE:

8.1 RISK OF LOSS: Customer hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, regardless of whether the loss is insured.

8.2 PROPERTY INSURANCE: During the term of this Agreement, Customer shall cause the Equipment to be insured against all perils normally and customarily insured against with an insurer acceptable to Summit, *the Equipment to be scheduled on Customer's policy in the amount of the full insurable value of the Equipment. Summit shall be named as an Insured and/or Loss Payee* under such policy or policies to the extent of Summit's interest. A certificate of insurance providing for thirty 30 days' notice of cancellation to Summit shall be furnished by all insurers. The proceeds of such insurance payable as a result of loss or damage to any or all of the Equipment shall be applied at the sole option of Summit as follows:

- (A) toward the replacement, restoration or repair of the Equipment which may be lost, stolen, destroyed or damaged; or,
- (B) toward the payment of any obligations of Customer hereunder or arising out of Customer's use and possession of the Equipment.

8.3 INDEMNITY-LIABILITY INSURANCE: Customer covenants and agrees to indemnify and hold harmless Summit against liability of any kind of nature, including, but not limited to, the liability arising under any statute, ordinance or regulation in connection with the use of the Equipment, and against liability from any claim for personal injury, death, or property damage to any person or party whatsoever, including Customer, by reason of the transportation, installation, use or operation of the Equipment, or the condition of the Equipment. Such indemnification shall survive the expiration, cancellation, or termination of this Agreement. To insure such indemnification and hold harmless agreement, Customer shall obtain and maintain in good standing at all times during the term of this Agreement *Liability Insurance in the amount of \$500,000.00 (\$1,000,000.00 for rolling stock)*, or more, with Summit named as an *Additional Insured* under such policy or policies. For the purpose of this paragraph, "Rolling stock" shall mean any Equipment required to be licensed for operation on public roads. Customer should provide Summit with a certificate showing such insurance in effect during the term hereof, and thirty (30) days' notice of cancellation shall be required to be given to Summit. Such policy shall be issued by an insurance company acceptable to Summit. Customer grants to Summit a specific power of attorney for Summit to sign, endorse or negotiate for Summit's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

8.4 FAILURE TO INSURE OR PAY FOR INSURANCE: In the event Customer fails to provide or maintain any insurance required by this Agreement, Summit shall have the right, but not the obligation, to secure insurance on the Equipment in such form and amount as Summit deems reasonable to protect Summit's interests. Customer understands that, if Summit secures insurance on the Equipment the insurance may not name Customer as an insured and may not fully protect Customer's interests. Customer agrees that, if Summit secures insurance on the Equipment, Customer will pay an insurance charge that may be substantially higher than the premium that Customer would pay if Customer placed said insurance independently. Customer agrees that, in addition to the premium, the insurance charge Customer is required to pay Summit will include an interest charge, administrative and processing fees, which will result in profit to Summit and its agents. All sums so incurred or expended by Summit shall be without demand immediately due and payable by Customer.

9.0 USE-OPERATION ACCORDING TO LAW: Customer shall comply with all applicable statutes, ordinances and regulations with respect to the use, operation and/or condition of the Equipment. No Equipment shall be used contrary to the provisions of any applicable insurance policy covering said Equipment.

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10.0 NON CANCELLABLE AGREEMENT: PREPAYMENT; NO OFFSET. THIS AGREEMENT IS NON CANCELLABLE BY CUSTOMER FOR ANY REASON WHATSOEVER. CUSTOMER MAY PREPAY THE INSTALLMENT PAYMENTS ONLY IN ACCORDANCE HERewith. IN THE EVENT SUMMIT PERMITS THIS AGREEMENT TO BE PAID OFF PRIOR TO THE END OF ITS FULL TERM, CUSTOMER WILL PAY SUMMIT THE UNPAID BALANCE OF THIS AGREEMENT, INCLUDING ALL ACCRUED BUT UNPAID PAYMENTS, AND ALL PAYMENTS TO BECOME DUE IN THE FUTURE DISCOUNTED TO PRESENT VALUE AT A DISCOUNT RATE OF 5% PER ANNUM. ALL PAYMENTS HEREUNDER ARE TO BE MADE WITHOUT OFFSET.

11.0 PERMITS, BONDS, LICENSE AND TAXES: If required, because of Customer's use and/or possession of the Equipment, Customer shall obtain and provide all necessary permits, bonds, and licenses required or necessary for the installation, use, operation and/or transportation of the Equipment. Except as otherwise provided herein, Customer shall pay, as the same shall become due and payable, all taxes, fees, or other governmental charges levied against the Equipment by reason of its use or ownership by any governmental entity or agency, including, without limitation, personal property taxes. In addition, within thirty (30) days following the date on which such tax, fee or other charges becomes due and payable, Customer shall deliver to Summit written proof of payment thereof, upon request by Summit. In the event Customer shall fail or refuse to pay any such tax, fee or other governmental charge, Summit shall have the right to pay the same and Customer shall reimburse Summit on demand for all sums so paid by Summit. In the event of Customer's failure to pay when due any such reimbursement for permits, bonds, licenses, or taxes paid by Summit, Summit shall have the right to apply any monies received from Customer to said reimbursement.

12.0 EVENTS OF DEFAULT: An event of default shall occur if:

- (A) Customer fails to pay when due any payment and such failure continues for a period of ten (10) days.
- (B) Customer fails to perform as required any covenant, condition, provision or agreement herein set forth and such failure continues for a period of fifteen (15) days.
- (C) Customer or any guarantor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or makes an assignment for the benefit of creditors, or is named in, or the Equipment is subjected to, a suit for the appointment of a receiver, or any action is taken for the dissolution of Customer, if Customer be a corporation, partnership or limited liability company ("LLC").
- (D) Customer has made any misleading or false statement or representation in connection with application for or performance of this Agreement.
- (E) The Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, encumbrance, attachment, execution or sale without prior written consent of Summit, or if Customer shall abandon the Equipment or permit any other entity or person the use of the Equipment without the prior written consent of Summit.
- (F) Customer or any guarantor defaults in the performance of any obligation owed to Summit under the provisions of any other agreement with Summit.

13.0 REMEDIES: Upon the occurrence of an event of default, Summit shall have the rights and remedies of Summit under the UCC and in connection therewith Summit may: (a) declare the all amounts due hereunder immediately due and payable with respect to any or all Items of Equipment without notice or demand to Customer; (b) take possession of or, if deemed appropriate, render unusable any or all Items of Equipment, without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (c) require Customer to assemble any or all Items of Equipment at a location in reasonable proximity to their designated location hereunder; (d) sell or otherwise dispose of any Items of Equipment, whether or not in Summit's possession, at public or private sale and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and brokers fees, to the Obligations with Customer remaining liable for any deficiency, or (f) utilize any other remedy available under the UCC or otherwise to Summit. Unless the Equipment is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Summit shall give to the Customer at least five business days prior written notice of the time and place of any public sale of Equipment or of the time after which any private sale or any other intended disposition is to be made. The Customer hereby acknowledges that five business days prior written notice of such sale or sales shall be reasonable notice. All remedies are cumulative and Summit may become the purchaser at any foreclosure sale. If Summit is required by law to discount any unpaid payment or other sums payable by Customer hereunder, then the parties hereto agree that the discount rate used shall be five percent (5%).

14.0 STANDARDS FOR EXERCISING RIGHTS AND REMEDIES: To the extent that applicable law imposes duties on Summit to exercise remedies in a commercially reasonable manner, the Customer acknowledges and agrees that it is not commercially unreasonable for Summit (a) to fail to incur expenses reasonably deemed significant by Summit to prepare Equipment for disposition, (b) to fail to obtain third-party consents for access to Equipment to be disposed of, (c) to advertise dispositions of Equipment through publications or media of general circulation, whether or not the Equipment is of a specialized nature, (d) to contact other persons, whether or not in the same business as the Customer, for expressions of interest in acquiring all or any portion of the Equipment, (e) to hire one or more professional auctioneers to assist in the disposition of Equipment, whether or not the Equipment is of a specialized nature, (f) to dispose of Equipment by utilizing Internet sites that provide for the auction of assets of the types included in the Equipment or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (g) to dispose of assets in wholesale rather than retail markets, (h) to disclaim

SUMMIT LEASING, INC.

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Mail: P.O. Box 7, Yakima, WA 98907-0007

Phone: (800) 736-1530 Fax: (509) 453-3798 www.summitleasing.com

disposition warranties. The Customer acknowledges that the purpose of this Section 16 is to provide non-exhaustive indications of what actions or omissions by Summit would fulfill Summit's duties under the UCC or other law in any relevant jurisdiction in Summit's exercise of remedies against the Equipment and that other actions or omissions by Summit shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 16. Without limitation upon the foregoing, nothing contained in this Section 16 shall be construed to grant any rights to the Customer or to impose any duties on Summit that would not have been granted or imposed by applicable law in the absence of this Section 16.

15.0 EXPENSE OF ENFORCEMENT: All costs incurred by Summit in protecting the Equipment or any costs incurred by Summit in the event of a default by Customer shall be paid by Customer to Summit upon demand. Such costs shall include, but not be limited to, all Summit's attorney's fees incurred, costs of taking possession and transporting the Equipment to Summit's place of business or such other place as designated by Summit, and costs for restoring the Equipment to a good and safe condition and working order for the purpose of the disposition of said Equipment.

16.0 GOVERNING LAW, JURISDICTION AND VENUE: ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. CUSTOMER CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES THAT AT SUMMIT'S SOLE OPTION, JURISDICTION AND VENUE (LOCATION) FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE AGREEMENT, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL LIE IN YAKIMA COUNTY, STATE OF WASHINGTON. CUSTOMER WAIVES THE RIGHT OF JURY TRIAL. SUMMIT SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION.

17.0 NOTICES: Any notices required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet, or (d) has been personally delivered. Each of the parties shall be responsible for notifying the other party or parties in writing of any change of address. Customer represents that its exact legal names, state of incorporation, location of its chief executive office and/or its place of residence as applicable have been correctly identified to Summit.

18.0 ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties and shall be binding upon their respective heirs, executors, administrators, legal representatives, successors and assigns, personal representatives, successors and assigns; subject, however, to any other supplemental or other agreements in writing by and between the parties. This Agreement may not be altered or amended, except in writing and signed by both parties.

19.0 WAIVER: The forbearance on the part of Summit to exercise any right or remedy available hereunder in the event of Customer's default, or Summit's failure to demand punctual performance or any obligation of Customer shall not be deemed a waiver (A) of any such right or remedy, (B) the requirement of punctual performance, or (C) of any subsequent breach or default on the part of Customer.

20.0 AUTHORITY TO SIGN: If Customer is a partnership, LLC, or corporation, the person signing the Agreement on behalf of such partnership, LLC or corporation hereby warrants that (s)he has full authority from the partnership, LLC, or corporation to sign this Agreement and obligate the partnership, LLC, or corporation.

21.0 CHANGE OF LOCATION: Customer shall keep Equipment that is movable, permanently garaged and shall not remove it from the United States. Customer shall not remove any item of stationary Equipment from the location shown above without the prior written consent of Summit. Failure to obtain Summit's consent shall constitute an event of default under the terms of this Agreement. Upon request, Customer shall advise Summit of the exact location of movable Equipment. Summit may inspect the Equipment during normal business hours and enter the premises where the Equipment may be located for such purposes.

22.0 ASSIGNMENT BY SUMMIT: Any assignee of Summit shall have all of the rights but none of the obligations of Summit, which obligations remain those of Summit, under this Agreement. Customer shall recognize and hereby consents to any assignment of this Agreement by Summit, and shall not assert against the assignee any defense, counterclaim, or setoff that Customer may have against Summit.

23.0 FINANCIAL STATEMENTS; CREDIT REPORTS: Summit may require from time to time, and Customer agrees to furnish statements setting forth the financial condition and operations of Customer. Customer authorizes Summit, its successors, assigns and prospective assigns to obtain a personal credit profile on Customer or any guarantor from any credit reporting company.

24.0 SEVERABILITY: If any provision of this Agreement is contrary to, prohibited by, or held invalid under applicable laws or regulations or any jurisdiction in which it is sought to be enforced, then such provision shall be considered severable and inapplicable, but shall not invalidate the remaining provisions of this Agreement.

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Phone: (800) 736-1530 Fax: (509) 453-3798 www.summitleasing.com

SECURED PARTY: SUMMIT LEASING, INC.

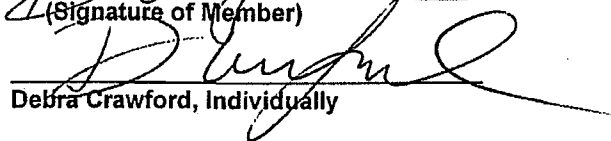
By 

Date: _____

CUSTOMER: The Ultimate Tan & Spa, LLC, Debra Crawford


(Signature of Member)

Date: 2-15-12


Debra Crawford, Individually

Date: 2-15-12

Initial DC

SUMMIT LEASING, INC.
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AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT IS HEREBY MADE A PART OF LEASE AGREEMENT NO. E14081, DATED 02/15/2012

Paragraph 2.0 is amended to read as follows:

The term of this lease shall be for a period of 69 months and 0 days commencing 02/15/2012 and terminating at 12:00 noon on 11/15/2017.

Paragraph 4.0 is amended to read as follows:

Effective December 7, 2012 the rental for the leased property, not including applicable sales tax or use tax (or comparable tax), hereinafter "tax", shall be payable as follows:

Due 10/15/2012 through 11/15/2012:	\$ -0-
Due 12/15/2012 through 01/15/2013:	\$ 1,000.00
Due 02/15/2013 through 10/15/2013:	\$ 3,000.00
Due 11/15/2013 through 01/15/2014 upon or before every November through January thereafter:	\$ 1,000.00
Due 02/15/2014 through 10/15/2014:	\$ 3,500.00
Due 02/15/2015 through 10/15/2015:	\$ 4,000.00
Due 02/15/2016 through 10/15/2016:	\$ 5,528.70
Due 02/15/2017 through 10/15/2017:	\$ 5,528.70

All other terms and conditions of this personal property lease shall remain unchanged and in full force and effect.

LESSOR: SUMMIT LEASING, INC.

By: [Signature]

Date: 12/31/12

LESSEE: The Ultimate Tan & Med Spa, LLC

[Signature]
 (Signature of Member)

Date: 11/20/12

[Signature]
 Debra A. Crawford, Individually

Date: 11/20/12

Page 1 of 1
 Amendment
 Lease E14081 Amendment #1 12/7/2012:MS/pb

To Bookkeeping: 12/31/12 By: [Signature]

SUMMIT LEASING, INC.
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 Phone: (800) 736-1530 Fax: (509) 463-3798 www.summitleasing.com



SUMMIT LEASING

AMENDMENT TO EQUIPMENT FINANCE AGREEMENT

THIS AMENDMENT IS HEREBY MADE A PART OF EQUIPMENT FINANCE AGREEMENT NO. E14081, DATED 02/15/2012

TERM is amended to read as follows:

The term of this agreement shall be for a period of 74 months and 0 days commencing 02/15/2012 and terminating 04/15/2018.

PAYMENT is amended to read as follows:

Due 10/15/2013 through 02/15/2014:	\$ -0-
Due 03/15/2014:	\$ 3,500.00
Due 04/15/2014 through 10/15/2014:	\$ 4,000.00
Due 11/15/2014 through 01/15/2015:	\$ 1,000.00
Due 02/15/2015 through 10/15/2015:	\$ 4,000.00
Due 11/15/2015 through 01/15/2016:	\$ 1,000.00
Due 02/15/2016 through 10/15/2016:	\$ 5,528.70
Due 11/15/2016 through 01/15/2017:	\$ 1,000.00
Due 02/15/2017 through 11/15/2017:	\$ 5,528.70
Due 12/15/2017 through 03/15/2018:	\$ 1,000.00

All other terms and conditions of this Equipment Finance Agreement shall remain unchanged and in full force and effect.

SECURED PARTY: SUMMIT LEASING, INC.

By: [Signature]

Date: 1/28/14

CUSTOMER: The Ultimate Tan & Med Spa, LLC

[Signature]
 (Signature of Member)
[Signature]
 Debra A. Crawford, Individually

Date: 1-27-14

Date: 1-27-14

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COLLATERAL SECURITY AGREEMENT

As security for the payment and performance by The Ultimate Tan & Med Spa, LLC, Debra Crawford, ("Customer") to SUMMIT LEASING, INC., ("Summit") of (a) Equipment Finance Agreement between Summit and Customer bearing Agreement No. E14081 dated 02/15/2012, together with amendments, renewals, or extensions thereof; (b) any and all obligations of any Customer hereunder to Summit, direct, indirect or contingent, joint or several, whether or not otherwise secured, and whether now existing or hereafter incurred; and (c) any and all amounts advanced or expended by Summit for the maintenance or preservation of the collateral, Customer hereby pledges, assigns and grants to Summit a security interest in the following described Collateral:

Collateral Description:

Ergoline Classic 600	SN:693 & 438
Ergoline Classic 650	SN:593
Mystic Spray Booth	SN:TBU-12083
Sundash Radius 252	SN:627
Tan America VIP 32	SN:A-1023

Said Collateral shall be domiciled at:

Address: _____

City of: _____, County of: _____, State of: _____

This Collateral Security Agreement includes the Terms and Conditions consisting of six (6) numbered paragraphs attached hereto and made a part hereof.

TERMS AND CONDITIONS

1. RIGHTS AND OBLIGATIONS WITH RESPECT TO COLLATERAL

Summit may hold the collateral until all of the duties and obligations of the Customer have been fully laid and satisfied and shall thereafter deliver the same to Customer. In connection with such holding, Summit shall have the following rights:

(A) Summit may take such steps as it deems necessary or desirable to protect, maintain, insure or satisfy any liens against the collateral and to store or care for the same and may charge any costs involved in so doing to the Customer.

(B) Any income from the collateral, including rents, dividends, interests, proceeds of any insurance or other income of any type shall be and become the property of Customer so long as the subject Agreement is not in default. Summit shall execute all instruments necessary and proper to cause Customer to receive, directly from the paying agent, the income from that collateral so long as there is no fault on the Agreement. Upon any default, however, all such income shall become the property of Summit pursuant to Paragraph 4 below.

(C) At its option, Summit may apply any cash which may be received through liquidation, sale or retirement of any of the collateral to the payment of any deficiencies which may, at the time of such liquidation, sale or retirement be due and owing Summit under Agreement. In the event that there is a liquidation, sale or retirement of the collateral while the Agreement is not in default, Customer shall replace the collateral with collateral of equal value and liquidity as deemed reasonable by Summit.

(D) Customer hereby duly appoints Summit true and lawful attorney in fact to sign in the name, place, and stead of Customer any UCC Financing Statement or Fixture Filing pertaining to that property referenced below.

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2. LIMITATIONS ON OBLIGATIONS OF SUMMIT

- (A) Summit shall not be obligated to collect any amounts due or which may become due on any of the collateral.
 (B) Summit may grant an extension of time to or renew any obligation of Customer without first obtaining the consent of Customer.
 (C) Summit assumes no obligations relative to the items of personal property leased by the above described agreement.

3. EVENTS OF DEFAULT

The following shall constitute events of default on the part of Customer:

- (A) Nonpayment or nonperformance when due of all or any part of any obligation of Customer to Summit.
 (B) Insolvency of Customer, an assignment by Customer for the benefit of creditors, the filing by Customer of a voluntary petition in bankruptcy, an adjudication that Customer is a bankrupt, or the appointment of a receiver of the properties of Customer.
 (C) Any financial statement, profit and loss statement, or other financial information furnished by Customer or any guarantor to Summit which proves to be false or incorrect.
 (D) Any decline or depreciation in the value of the collateral to become unsatisfactory in the judgment of Summit.

4. SUMMIT'S RIGHTS IN EVENT OF DEFAULT

In the event of any default, Summit may do any one or more of the following:

- (A) Declare any indebtedness secured hereby immediately due and payable, without notice or demand.
 (B) Require Customer to assemble any collateral in its possession and to deliver the same to Summit or its designee upon Summit's demand.
 (C) Without limiting the generality of the foregoing, Summit may sell the collateral at a private sale for less than its market value if a public sale of all or a substantial portion of the relevant collateral is restricted by law at that time. If the proceeds from the disposition of the collateral are less than the indebtedness, Customer shall pay the deficiency to SUMMIT LEASING, INC., upon Summit's demand.
 (D) Take such measures as Summit may deem necessary or advisable to preserve, maintain, protect or care for the collateral or any portion thereof, and Customer hereby irrevocably constitutes and appoints SUMMIT LEASING, INC., as Customer's attorney in fact to all acts and things in connection therewith.

5. ASSIGNMENT OF THE COLLATERAL

Summit may assign the whole, or any part of, the collateral. In the event of any such transfer, the transferee shall have the same rights and powers with reference to the collateral transferred as are hereby given Summit and after such transfer Summit shall be free from any obligation to Customer with respect to the collateral transferred. In the event of any such assignment, Summit shall have the sole right to determine what, if any, portion of the collateral shall be transferred to the assignee.

6. MISCELLANEOUS

Summit's waiver in any instance or instances of any right given it hereunder shall not be deemed a waiver of such rights in any subsequent instance. Any notice which may be given hereunder shall be deemed to have been given when deposited in the United States mail in an envelope addressed to the person to whom the notice is to be given at his last known address. Customer agrees to execute all stock powers, powers of attorney, assignments, notices or other writings reasonable required by Summit so that the collateral may be subject to the disposition of Summit as provided by this agreement and not subject to the control of Customer.

SECURED PARTY: SUMMIT LEASING, INC.

By _____

Date _____

CUSTOMER: The Ultimate Tan & Med Spa, LLC, Debra Crawford

(Signature of Member)

Date: _____

Debra Crawford, Individually

Date: _____

SUMMIT LEASING, INC.

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 (C) Any financial statement, profit and loss statement, or other financial information furnished by Customer or any guarantor to Summit which proves to be false or incorrect.
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 (B) Require Customer to assemble any collateral in its possession and to deliver the same to Summit or its designee upon Summit's demand.
 (C) Without limiting the generality of the foregoing, Summit may sell the collateral at a private sale for less than its market value if a public sale of all or a substantial portion of the relevant collateral is restricted by law at that time. If the proceeds from the disposition of the collateral are less than the indebtedness, Customer shall pay the deficiency to SUMMIT LEASING, INC., upon Summit's demand.
 (D) Take such measures as Summit may deem necessary or advisable to preserve, maintain, protect or care for the collateral or any portion thereof, and Customer hereby irrevocably constitutes and appoints SUMMIT LEASING, INC., as Customer's attorney in fact to all acts and things in connection therewith.

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SECURED PARTY: SUMMIT LEASING, INC.By 

Date _____

CUSTOMER: The Ultimate Tan & Med Spa, LLC, Debra Crawford

(Signature of Member)


Debra Crawford, Individually

Date: _____

Date: _____

OR Sec of State
12/02/2013

8157520-4_5857737

Lien#: 8157520-4

UCC

Continuation
12/19/18

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C Corporation Service Company 285 Liberty St. NE Salem, OR 97301	
Filed In: Oregon (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
8157520 12/19/20081b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filer, attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME NASS	FIRST PERSONAL NAME DEBRA	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME			
OR			
7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)			
SUFFIX			

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME SUMMIT LEASING, INC.			
OR			
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: ULTIMATE TAN DBA 12967 MS/JJ/pb

82141279

State of Oregon
Corporation Division - UCC
Public Service Building - 255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166

ACKNOWLEDGMENT NOTICE

CORPORATION SERVICE COMPANY
285 LIBERTY ST NE STE 370
SALEM, OR 97301

File Number: 8765161
File Date: 04/18/2011
Exp. Date: 04/18/2016
Entered By: jodfor
Doc Type: UCC
New Filing

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

Secured party of record name(s) and address(es)

Organization: SUMMIT LEASEING, INC.
PO BOX 7
YAKIMA, WA 98907

Debtor name(s) and address(es)

Organization: THE ULTIMATE TAN
15986 SW TUALATIN SHERWOOD RD
SHERWOOD, OR 97140

Individual: NASS, DEBRA
15986 SW TUALATIN SHERWOOD RD
SHERWOOD, OR 97140

#11859

State of Oregon
Initial Filing 1 Page(s)

9040454911

8765161
04/18/11 03:56 PM
OR Sec. of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

CSC 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

57589662 - 308350

CORPORATION SERVICE COMPANY
285 LIBERTY ST. SUITE 370
SALEM, OREGON 97301

Filed In: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME The Ultimate Tan

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS 15986 SW Tualatin Sherwood Rd

CITY

Sherwood

STATE

OR

POSTAL CODE

97140

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
Corp.

1f. JURISDICTION OF ORGANIZATION

OR

1g. ORGANIZATIONAL ID #, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

Debra

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS 15986 SW Tualatin Sherwood Rd

CITY

Sherwood

STATE

OR

POSTAL CODE

97140

COUNTRY

USA

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR2e. TYPE OF ORGANIZATION
Individual

2f. JURISDICTION OF ORGANIZATION

OR

2g. ORGANIZATIONAL ID #, if any

☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME SUMMIT LEASING, INC.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS PO BOX 7

CITY

YAKIMA

STATE

WA

POSTAL CODE

98907

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

2 Heartland Acclaim LP Tanning Beds SN:ACLP06662, ACLP06663

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSOR/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG, LIEN	<input type="checkbox"/> NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)					
8. OPTIONAL FILER REFERENCE DATA Ultimate Tan 11859 MS/pb		All Debtors		Debtor 1	Debtor 2	

57589662

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)



9000679207

7234945
4/17/2006 2:26:36 PM
OR Sec. of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY.

A. NAME & PHONE OF CONTACT AT FILER (optional)

DILIGENZ, INC. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

18889795

PREPARED BY:

DILIGENZ, INC.
6500 HARBOUR HEIGHTS PKWY, SUITE 400
MUKILTEO, WA 98275

Filed in: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

THE ULTIMATE TAN

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

15986 SW TUALATIN SHERWOOD RD

CITY SHERWOOD

STATE OR

POSTAL CODE 97140

COUNTRY USA

1d. TAX ID # (EIN OR SSN)

ADDL INFO RE

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

COMPANY

OR

[X] NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

15986 SW TUALATIN SHERWOOD RD

CITY SHERWOOD

STATE OR

POSTAL CODE 97140

COUNTRY USA

2d. TAX ID # (EIN OR SSN)

ADDL INFO RE

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

INDIVIDUAL

OR

[X] NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR (S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

SUMMIT LEASING, INC.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

PO BOX 7

CITY

YAKIMA

STATE

POSTAL CODE

COUNTRY

WA

98907

USA

4. THIS FINANCING STATEMENT covers the following collateral:

2 HEARTLAND ACCLAIM LP TANNING BEDS SN:ACL066662/ACL066663

6. ALTERNATIVE DESIGNATION (if applicable)	<input checked="" type="checkbox"/> LESSOR/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILEE	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
7. THIS FINANCING STATEMENT IS TO BE USED (for filing) (or recording) IN	<input type="checkbox"/> PUBLIC	<input type="checkbox"/> PRIVATE RECORDS	<input type="checkbox"/> BOTH	<input type="checkbox"/> ADDITIONAL RECORD REPORT (on Debtor(s))	<input type="checkbox"/> ADDITIONAL FEE	
8. OPTIONAL FILER REFERENCE DATA						
THE ULTIMATE TAN						18889795

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 07/29/98)

STATE OF OREGON
Corporation Division - UCC
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310 - 1327
(503) 988-2200 Facsimile (503) 373-1166

ACKNOWLEDGMENT NOTICE

DILIGENZ, INC.
6600 HARBOUR HEIGHTS PKWY STE 400
MUKILTEO, WA 98276

File No: 7234845
File Date: 04/17/2006
Expiration Date: 04/17/2011
Entered By: THEJOH
Doc Type: UCC-1 NEW FILING

Your document was filed showing the file number and date listed above. The debtor name(s) and address(es) and secured party of record name(s) and address(es) are listed below.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:
<http://filinginoregon.com>

Secured party of record name(s) and address(es)

SUMMIT LEASING, INC.
PO BOX 7
YAKIMA, WA 98907

Debtor name(s) and address(es)

THE ULTIMATE TAN
15986 SW TUALATIN SHERWOOD RD
SHERWOOD, OR 97140

DEBRA NASS
15986 SW TUALATIN SHERWOOD RD
SHERWOOD, OR 97140

State of Oregon
Amendment 1 Page(s)

9029715509

7531872-2
08/16/07 02:40 PM
OR Sec. of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

DILIGENZ, INC. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

28366221

PREPARED BY:

DILIGENZ, INC.

6500 HARBOUR HEIGHTS PKWY, SUITE 400

MUKILTEO, WA 98275

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
7531872 2/22/20071b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (in whole or in part): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT PARTY INFORMATION: This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions☐ DELETE name: Give record name☒ ADD name: Complete item 7a or 7b, and also item 7c; also complete item 7d if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

THE ULTIMATE TAN

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

NASS

DEBRA

7c. MAILING ADDRESS

15901 SW ORIOLE COURT

CITY

SHERWOOD

STATE

OR

POSTAL CODE

97140

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ unrelated collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment).

9a. ORGANIZATION'S NAME

SUMMIT LEASING, INC.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

THE ULTIMATE TAN 12244 MS/AM/CP

28366221

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC9) (REV. 05/22/02)

#12244

State of Oregon
Corporation Division - UCC
Public Service Building - 255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166

ACKNOWLEDGMENT NOTICE

CSC DILIGENZ, INC
6500 HARBOUR HEIGHTS PKWY STE 400
MUKILTEO, WA 98275

File Number: 7531872-2

File Date: 08/16/2007

Exp. Date: 02/22/2012

Entered By: ginspo

Doc Type: UCC

Amendment Parties

DebtorAdd

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

Debtor name(s) and address(es)

Individual: NASS, DEBRA
15901 SW ORIOLE COURT
SHERWOOD, OR 97140

State of Oregon
Amendment 2 Page(s)

9028248407

7531872-1
03/13/07 02:27 PM
OR Sec. of State

UCC FINANCING STATEMENT AMENDMENT 1

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
DILIGENZ, INC. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

25007728
PREPARED BY:DILIGENZ, INC.
6500 HARBOUR HEIGHTS PKWY, SUITE 400
MUKILTEO, WA 98275

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

7531872-1 03/13/07 02:27 PM

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS.2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 5.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
THE ULTIMATE TAN

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAXID# SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral: ☐ deleted or ☐ added, or give entire ☒ existing collateral description, or describe collateral ☐ assigned.

PER ATTACHED SCHEDULE 1

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.9a. ORGANIZATION'S NAME
SUMMIT LEASING, INC.
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

ULTIMATE TAN

25007728

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC5) (REV. 07/28/88)

State of Oregon
Corporation Division - UCC
Public Service Building - 255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166

ACKNOWLEDGMENT NOTICE

DILIGENZ
6500 HARBOUR HEIGHTS PKWY STE 400
MUKILTEO, WA 98275

File Number: 7531872-1

File Date: 03/13/2007

Exp. Date: 02/22/2012

Entered By: robcon

Doc Type: UCC

Amendment Collateral
Collateral Restate

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

SCHEDULE "1"

**LESSEE: Debra Nass
D/B/A THE ULTIMATE TAN**

LEASE NUMBER: 12244

QTY	DESCRIPTION
------------	--------------------

SERIAL NUMBERS FORTHCOMING

(1) PANEL BOOSTER 200- AMP 208 TO 235V	
(1) PANEL BOOSTER 200- AMP 208 TO 235V	
(1) FUTURE INDUSTRIES ELIXIR	SN:E403-0091
(1) ERGOLINE CLASSIC 600	SN:9000800682000596
(1) SUNDASH RADIUS 252	SN:1057
(1) T-MAX PRO MANAGER	
(1) MODEL MATRIX L33	SN: 1830377
(1) MODEL MATRIX L33	SN: 1830378
(1) MAGIC TAN MT 3000	SN: 3001
MYSTIC SPRAY BOOTH	SN:TBU-12083
SUNDASH RADIUS 252	SN 627
2 ERGOLINE CLASSIC 600	SN 693, 438
ERGOLINE CLASSIC 650	SN 593
TAN AMERICA VIP 32	SN A-1023

Initials _____

State of Oregon
Initial Filing 2 Page(s)

9028089607

7531872
02/22/07 02:00 PM
OR Sec. of State**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

DILIGENZ, INC. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

24637293

PREPARED BY:

DILIGENZ, INC.
6500 HARBOUR HEIGHTS PKWY, SUITE 400
MUKILTEO, WA 98275

Filed in: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

THE ULTIMATE TAN

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

15901 SW ORIOLE COURT

CITY

SHERWOOD

STATE

POSTAL CODE

OR

97140

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

SOLE PROPRIETOR OR

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR OR IF) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

SUMMIT LEASING, INC.

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

PO BOX 7

CITY

YAKIMA

STATE

POSTAL CODE

WA

98907

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:
PER ATTACHED SCHEDULE 1

5. ALTERNATIVE DESIGNATION (if applicable)	<input checked="" type="checkbox"/> LESSOR/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILO	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LHM	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> THE FINANCING STATEMENT IS TO BE MAINTAINED (or foreclosed) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (Additional Fee)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						
THE ULTIMATE TAN 12244						24637293

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/23/98)

State of Oregon
Corporation Division - UCC
Public Service Building - 255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166

ACKNOWLEDGMENT NOTICE

DILIGENZ
6500 HARBOUR HEIGHTS PKWY STE 400
MUKILTEO, WA 98275

File Number: 7531872
File Date: 02/22/2007
Exp. Date: 02/22/2012
Entered By: robcon
Doc Type: UCC
New Filing

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

Secured party of record name(s) and address(es)

Organization: SUMMIT LEASING, INC.
PO BOX 7
YAKIMA, WA 98907

Debtor name(s) and address(es)

Organization: THE ULTIMATE TAN
15901 SW ORIOLE COURT
SHERWOOD, OR 97140

State of Oregon
Corporation Division - UCC
Public Service Building - 255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166

ACKNOWLEDGMENT NOTICE

CSC DILIGENZ, INC
6500 HARBOUR HEIGHTS PKWY STE 400
MUKILTEO, WA 98275

File Number: 8157520
File Date: 12/19/2008
Exp. Date: 12/19/2013
Entered By: robcon
Doc Type: UCC
New Filing

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

Secured party of record name(s) and address(es)

Organization: SUMMIT LEASING, INC.
PO BOX 7
YAKIMA, WA 98907

Debtor name(s) and address(es)

Individual: NASS, DEBRA
14901 SW ORIOLE COURT
SHERWOOD, OR 97140

Organization: ULTIMATE TAN (THE)
2296 GABLE ROAD, SUITE 240
SAINT HELENS, OR 97051

#12967

State of Oregon
Initial Filing 1 Page(s)

9033903009

8157520
12/19/08 03:16 PM
OR Sec. of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

CSC DILIGENZ, INC. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

39062005

CSC DILIGENZ, INC.
6500 HARBOUR HEIGHTS PKWY, SUITE 400
MUKILTEO, WA 98275

Filed in: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
OR 1b. INDIVIDUAL'S LAST NAME			
NASS		FIRST NAME DEBRA	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 15901 SW ORIOLE COURT		CITY SHERWOOD	STATE OR
		POSTAL CODE 97140	COUNTRY USA
1d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION INDIVIDUAL	1f. JURISDICTION OF ORGANIZATION OR
			1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR 2b. INDIVIDUAL'S LAST NAME			
ULTIMATE TAN (THE)		FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS 2296 GABLE ROAD, SUITE 240		CITY ST. HELENS	STATE OR
		POSTAL CODE 97051	COUNTRY USA
2d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION SOLE	2f. JURISDICTION OF ORGANIZATION OR
			2g. ORGANIZATIONAL ID #, if any 454814-96 <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR B/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
OR 3b. INDIVIDUAL'S LAST NAME			
SUMMIT LEASING, INC.		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS PO BOX 7		CITY YAKIMA	STATE WA
		POSTAL CODE 98907	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

DBA THE ULTIMATE TAN

EQUIPMENT LOCATION: 2296 GABLE ROAD, SUITE 240, ST. HELENS, OR

(1) OPEN SUN S/N: 057853; (1) MYSTIC MT 3000 SPRAY BOOTH S/N: 20031066; (1) SOLTRON SHARK S/N: 798313;

(2) SUNDASH 252 S/N: 798313 & 800809705000363; (2) SOLTRON HOT PEPPER S/N: 772223 & 773146;

(1) DR. MUELLER ONYX S/N: 1964; (1) T-MAX MANAGER PRO

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						
ULTIMATE TAN DBA: 12967 MS/JJ						39062005

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

CRAWFORD, DEBRA ANN

OR Sec of State
04/16/2012

8157520-1_5766660

Lien#: 8157520-1

UCC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 66089495 - 306350 Corporation Service Company 285 Liberty St. NE Salem, OR 97301	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
8157520 12/19/20081b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions
in regards to changing the name/address of a party.☐ DELETE name: Give record name
to be deleted in item 6a or 6b.☒ ADD name: Complete item 7a or 7b, and also item 7c;
also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
	NASS	DEBRA	
			SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
	CRAWFORD	DEBRA	ANN
			SUFFIX
7c. MAILING ADDRESS		CITY	STATE
15901 SW ORIOLE COURT		SHERWOOD	OR
		POSTAL CODE	COUNTRY
		97140	USA
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION INDIVIDUAL	7f. JURISDICTION OF ORGANIZATION OR
			7g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME SUMMIT LEASING, INC.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA

ULTIMATE TAN DBA 12967 MS/JJ/PB

66089495

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

OR Sec of State
04/16/2012

Lien#: 8157520-3

8157520-3_5766662

UCC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 66090174 - 306350 Corporation Service Company 285 Liberty St. NE Salem, OR 97301	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 8157520 12/19/2008		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>	
2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignee in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b and also item 7c, also complete items 7e-7i (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME NASS	FIRST NAME DEBRA	MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS	ADD INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
		7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input checked="" type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned. AMEND TO ADD EQUIPMENT PER ATTACHED SCHEDULE			

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME SUMMIT LEASING, INC.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA ULTIMATE TAN DBA 14081 MS/JJ/PB 66090174			

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

SCHEDULE "1"

LESSEE: Debra Nass
D/B/A THE ULTIMATE TAN

LEASE NUMBER: 12244

QTY	DESCRIPTION
-----	-------------

SERIAL NUMBERS FORTHCOMING

(1) PANEL BOOSTER 200- AMP 208 TO 235V	
(1) PANEL BOOSTER 200- AMP 208 TO 235V	
(1) FUTURE INDUSTRIES ELIXIR	SN:E403-0091
(1) ERGOLINE CLASSIC 600	SN:9000800682000596
(1) SUNDASH RADIUS 252	SN:1057
(1) T-MAX PRO MANAGER	
(1) MODEL MATRIX L33	SN: 1830377
(1) MODEL MATRIX L33	SN: 1830378
(1) MAGIC TAN MT 3000	SN: 3001
MYSTIC SPRAY BOOTH	SN:TBU-12083
SUNDASH RADIUS 252	SN 627
2 ERGOLINE CLASSIC 600	SN 693, 438
ERGOLINE CLASSIC 650	SN 593
TAN AMERICA VIP 32	SN A-1023

Initials _____

Attachment to Lease Agreement No. 12244 :MS/am
Summit Leasing, Inc., P.O. Box 7, Yakima, WA 98907

Page 1 of 1

THE ULTIMATE TAN & M

OR Sec of State
04/16/2012

8157520-2_5766661

Lien#: 8157520-2

UCC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 66089796 - 306350 Corporation Service Company 285 Liberty St. NE Salem, OR 97301	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 8157520 12/19/2008		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input checked="" type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S LAST NAME NASS	FIRST NAME DEBRA	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME THE ULTIMATE TAN & MED SPA, LLC			
OR			
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS 15901 SW ORIOLE COURT			
CITY SHERWOOD		STATE OR	POSTAL CODE 97140
COUNTRY USA			
7d. SEE INSTRUCTIONS	ADD INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION LLC	7f. JURISDICTION OF ORGANIZATION OR
7g. ORGANIZATIONAL ID #, if any 65859390		<input type="checkbox"/> NONE	
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME SUMMIT LEASING, INC.			
OR			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

ULTIMATE TAN DBA 14081 MS/JJ/PB

66089796

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UCC

Contract	Customer	Equipment	Address	Assistant	Expires	State	Stat
A12244 <i>ADDED</i>	The Ultimate Tan & Med Spa, LLC	Various Tanning Equipment	20649 SW Roy Rogers Rd Sherwood, OR 97140	Pam Brooks	02/22/12	OR	Rew
E14081	The Ultimate Tan & Med Spa, LLC	Tanning Beds for 3 locations.	2296 Gable Rd. Suite 240 St. Helens, OR 97051	Pam Brooks	12/09/13	OR	Acth
<i>Oldest</i> A12967	The Ultimate Tan & Med Spa, LLC	Tanning Beds	2296 Gable Rd. Suite 240 St. Helens, OR 97051	Pam Brooks	12/19/13	OR	Rew
A11859	The Ultimate Tan & Med Spa, LLC	(2) Tanning beds	15986 SW Tualatin Sherwood Rd. Sherwood, OR 97140	Pam Brooks	04/18/16	OR	Rew

Amd to add equip # 12244 + 12967
 Amd to name Add married name
 Add Company name

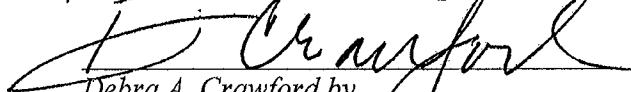
Assignment & Assumption Agreement

FROM: THE ULTIMATE TAN & MED SPA, LLC

TO: DEBRA ANN CRAWFORD

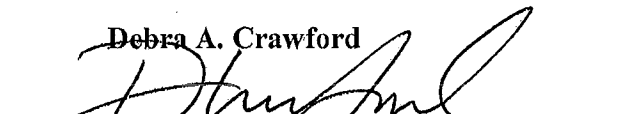
In exchange for the agreement of Debra A. Crawford to assume all outstanding debt of The Ultimate Tan & Med Spa, LLC, including all secured loans, unsecured loans, accounts payable, and unpaid wages owed by The Ultimate Tan & Med Spa, LLC (but excepting any tax debt that Debra A. Crawford is not currently responsible for), The Ultimate Tan & Med Spa, LLC hereby assigns to Debra A. Crawford all right, title and interest in all inventory and equipment located at all business locations of The Ultimate Tan & Med Spa, LLC. The Ultimate Tan & Med Spa, LLC also hereby assigns all accounts, outstanding accounts receivable, all inventory and all work in progress located at The Ultimate Tan & Med Spa, LLC to Debra A. Crawford. In addition, The Ultimate Tan & Med Spa, LLA assigns to Debra A. Crawford all leasehold interests for all business locations.

The Ultimate Tan & Med Spa, LLC


Debra A. Crawford by
The Ultimate Tan & Med Spa, LLC

Dated: April 24th, 2014

Debra A. Crawford


Debra A. Crawford

Dated: April 24th, 2014